To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the surposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, upplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements re also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is utomatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other gencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the dministration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the ublic in print and online at: http://www.fara.gov/.

ublic Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for eviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. and comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, agistration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

	oreign principal listed in an initial statement foreign principal acquired subsequently.	5872
Name and address of registrant		2. Registration No.
SPRING O'BRIEN & CO.,	//v C .	300
Name of foreign principal	4. Principal address of foreign princip	
	6100 CENTER	DRIVE
TOURISM VICTORIA	hos ANGELES	Ca 90045
Indicate whether your foreign principal is one of the following:		2 CRt
Foreign government		7008 J
Foreign political party		2008 JUN 30 AM 10: 13 CRM/ISS/REGISTRATION UNIT
Foreign or domestic organization: If either, check one	of the following:	
Partnership	Committee	R AT
	Committee	<u>ö</u>
☐ Corporation ☐	Voluntary group	UNIT 3
Association	Other (specify):	
Individual-State nationality		***************************************
If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
TALINSM VIATION		
b) Name and title of official with whom registrant deals		
Leigh Arrododo	Dania DAIL DOGO CO	1.0
CCIGIT HI COUNTED	Ktyjonai manag	er, hort
f the foreign principal is a foreign political party, state:	Ú	
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

FORM NSD-3

a) 5	tate the nature of the business or ac	tivity of this foreign principal.	A		
	this foreign principal				
•	rvised by a foreign government, for			Yes	No 🗌
	ed by a foreign government, foreign			Yes 🗌	No 🗌
	ted by a foreign government, foreig	•		Yes 🗌	No 🗌
Cont	rolled by a foreign government, for	eign political party, or other foreig	gn principal	Yes 🗌	No 🗌
	iced by a foreign government, forei		*	Yes 🗌	No 🗌
Subs	dized in part by a foreign government	ent, foreign political party, or other	er foreign principal	Yes 🗌	No 🗌
Explain fu	ly all items answered "Yes" in Item	8(b). (If additional space is ne	eded, a full insert page	must be used.)	
•	•		, 3	, ·	
	×11/2			\	
	ML		•		
			,	•	
			·		•
	ign principal is an organization and	is not owned or controlled by a fo	oreign government, fore	ign political party or ot	her foreign
ртистрат,	state who owns and controls it.	IA			
	· .	O) (·			
	;			•	
	. 기계환. 제공. 조건				
Date of Exhibi			Signature		
61	# 1			•	
1/27/0)	SHADIN	FISCHER CFO	Alina	Karle	_
()	2///10-60		1 Taury	(1)	

If the foreign principal is not a foreign government or a foreign political party,

Exhibit B

OMB NO. 1124-0004

To Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant			2. Registration N	0.	
SPRING	OBRIEN	P COLLAC		5572	
3. Name of Foreign Prin	cipal		<u> </u>		
TEURISA	1 Victor	A			
		Check Appro	priate Boxes:		
4. The agreement be a copy of the contract to	tween the registrant and	the above-named forei	gn principal is a fo	ormal written contract. If this	box is checked, attach
	m an exchange of corre	spondence. If this box i	s checked, attach a	The agreement with the above copy of all pertinent correspond	
-	nce between the parties.	If this box is checked,	give a complete d	the result of neither a formal vescription below of the terms	
	•				

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

see services" section on page 1 of contract

8. Describe fully the activities the registrant engage	s in or proposes to engage in on behalf of the above foreign principal.
see attachu	dsheet
9. Will the activities on behalf of the above foreign footnote below? Yes \(\simega\) No \(\sqrt{1}\)	mincipal include political activities as defined in Section 1(0) of the Act and in the
If yes, describe all such political activities indicati the means to be employed to achieve this purpose.	ng, among other things, the relations, interests or policies to be influenced together with

Date of Exhibit B Name and Title Signature

6/27/08 3/47/20/FTSC/HER, CFO Allama Find

Footnote: Political activity as defined in Section 1(0) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political narty.

Tourism Victoria

1. Legal name and address of client

Tourism Victoria 6100 Center Drive, #1150 Los Angeles, CA 90045 ATTN: Leigh Arredondo Regional Manager, USA Telephone: 301-695-3245

FAX: 310-695-3201

2. List of staff with titles

Lauren Kaufman, Vice President Diane Elliott, Account Executive Melissa Wu, Assistant Account Executive

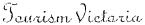
3. What activities we perform

Public Relations

- Objective: Spur US travel to the destination via travels stories in US media
- Serve as conduit to US media in disseminating news about Melbourne, Australia of interest to US travelers, divers, food lovers, sailing enthusiasts, etc.
- Work with TV and cable producers to generate US broadcast programming
- Help develop new products including tours and packages for travelers
- Recruit journalists to visit and write about the destination in US media outlets
- Support the client at trade and other industry events

4. Budget and amount for activities

Fee: \$8,750/month, \$105,000 yearly.





55 Collins Street Melbourne 3000 Victoria Australia GPO Box 2219T Melbourne 3001 Telephone (03) 9653-99844 Facsimile (03) 9653-9733. Web tourismylctoria.com.au. ABN 18-281-772-530

CONTRACT TO PROVIDE SERVICES

SCHEDULE

Name of Contractor:

SPRING O'BRIEN & CO

Business Address:

50 West 23rd St, New York, NY 10010

Telephone:

212 620-7100

Fax: 212 620-7166

Services to be provided by the Contractor:

On behalf of Tourism Victoria, develop and implement an annual public relations (PR) plan in support of Tourism Victoria's consumer and travel trade objectives, under the direction of Tourism Victoria. Handle all facets of consumer and trade PR in the United States of America. This includes proactive media relations, Tourism Victoria's Visiting Journalists Program, newsbureau services, promotions, reporting and evaluation.

Identify key media outlets and secure editorial assignments for a minimum 20 feature articles on Melbourne/Victoria per twelve month period, beginning 01 July 2006. Secured features are inclusive of Visiting Journalist Program assignments, and in accordance with Tourism Victoria strategic objectives. Visiting Journalist Program assignments subject to approval of Tourism Victoria

Establish and maintain current media and contact lists, inclusive of appropriate media profiles, which will remain the property of Tourism Victoria.

Develop and maintain effective relationships with various groups whose assistance and influence is of special interest and support to Tourism Victoria (ie: Melbourne/Victorian Tourst Commission, other STO's, airlines servicing Melbourne/Victoria, local tour operators and Melbourne/Victorian government representatives).

Develop and distribute consumer and travel trade press releases and/or newsletters on average of once every six weeks, or a minimum of eight per year, in accordance with accordance with Tourism Victoria strategic objectives. Press releases and/or newsletters subject to approval of Tourism Victoria.

Provide concise weekly and monthly reports of activity undertaken by the agency or behalf of Tourism Victoria the month prior. Monthly reports shall include media clippings, as well as valuations and qualitative analysis for editorial generated from proactive media relations, inclusive of Visiting Journalist Program editorial. In addition provide brief reports or evaluations following major public relations programs of activities (ie: special events, media tours, promotions etc).

All out of pocket expenses billed to Tourism Victoria must be billed at cost and mus accompany supporting documentation of payment, with the exception of photocopies to be billed at 12 cents per page and a pre-approved fixed price for supplies and communications technology and local telephone calls. Any out of pocket expenses over US\$500, per occurrence, require Tourism Victoria approval in writing prior to incurring expenses.

Outcomes to be achieved as a result of undertaking the Project:

- To effectively service the consumer and trade media in North America in an effort to expand the level of publicity generated and build a positive image for Melbourne/Victoria as a desirable and compelling travel destination.
- To identify media opportunities and develop measurable strategies to take advantage of such opportunities.
- To identify for Tourism Victoria and other public relations and promotiona opportunities in North America and assist Tourism Victoria in taking full advantage of these opportunities.

Date of commencement of the project: 1st July, 2006

Date of completion of the project: 30th June, 2008

Term of Agreement: 24 months

Fee Formula:

It is agreed that the fees for the completion of the project are 24 x monthly retainer fee instalments of US\$8,750 for a total sum of \$210,000 for the period of the contract (to be paid by cheque (in US\$ dollars), 30 days after the receipt of invoice by US dollar cheque, and subject to Tourism Victoria being satisfied with the work performed. Plus reasonable out of pocket expenses of approximately US\$1,250 per month not to exceed US\$30,000 for the 24-month period of the contract.

AGREEMENT BETWEEN TOURISM VICTORIA ("TOURISM VICTORIA") AND THE CONTRACTOR

Special Conditions: Any tasks over and above the core Plan budgetary allocation from Tourism Victoria.	will require authorisation and addition	al
THIS SCHEDULE AND THE ATTACHED TERMS BETWEEN THE PARTIES.	AND CONDITIONS FORM THE AGREEMEN	VΤ
Signed and agreed by Spring O'Brien:	Signed by Tourism Victoria:	S.
Manual Shale Saston	Low appleby	4
Name: Chris Spring President	Name: Lois Appleby	
Date:	Date: 5/6/06	

AGREEMENT BETWEEN TOURISM VICTORIA ("TOURISM VICTORIA") AND THE CONTRACTOR

Terms and Conditions

Definitions

- 1.1 For the purpose of this Agreement, "Services" means the services specified in the Schedule.
- 1.2 Words in the singular shall include the plural and vice versa.
- Anything in the Agreement to be done by Tourism Victoria, shall be done eithe by Tourism Victoria under its common seal or by the Managing Director or the Manager, Coordinator or any other staff member of Tourism Victoria vested with the appropriate delegation in writing by the Managing Director.

Duration

2.1 The period of this Agreement shall be as set out in the Schedule under Term o Agreement.

Warranty

- 3.1 The Contractor warrants that it has full power and authority to enter into this Agreement and hereby indemnifies Tourism Victoria from and against any claim arising out of or relating to this or any other warranty or covenant made herein including, but not limited to, claims arising from a false or inaccurate warranty.
- 3.2 By executing this Agreement, the Contractor is deemed to have consented to the provisions of this Agreement.

Payment

4.1 In consideration of the Contractor providing the Services detailed in the Schedule, Tourism Victoria shall pay the contractor the fee specified in the Schedule in accordance with the fee formula set out therein. Tourism Victoria shall not be liable to the Contractor for any other costs or expenses paid o incurred by the Contractor unless otherwise agreed in advance in writing.

For TOURISM VICTORIA	initials
For	initials

Status of Contractor

- 5.1 It is acknowledged by the parties that in entering into this Agreement and in providing the Services hereunder, the Contractor has and shall have the status of an independent contractor and nothing herein contained shall contemplate or cause the Contractor or the persons providing the Services for any purpose to be servants, officers, or employees of Tourism Victoria. The Contractor has no authority to enter into contracts or agreements on behalf of Tourism Victoria. Nothing in this Agreement should be construed to create a partnership or joint venture between the Contractor and Tourism Victoria.
- The Contractor shall have control over and responsibility for the technique and method used to complete the Services. Notwithstanding the foregoing, the Contractor shall comply with the reasonable directions given from time to time by Tourism Victoria in relation to the technique and method used to complete the Services.

Intellectual Property

- 6.1 The Contractor assigns to Tourism Victoria the Contractor's entire right, title and interest in and to all copyrights, copyright registrations, and copyrightable subject matter, including reproduction rights, in any work created by the Contractor pursuant to this Agreement. The Contractor further agrees to waive any moral right the Contractor may have in the work. The Contractor warrants that, at the time of this assignment, the Contractor will be the sole and exclusive owner of all copyright rights in the work, that each copyright will not have been pledged, hypothecated, or otherwise encumbered and will be in all respects free and clear.
- 6.2 Ownership of all property, material and data made by the Contractor in connection with the provision of the Services shall vest in Tourism Victoria, and the Contractor shall not use any such material except in the provision of the Services, without the prior written consent of Tourism Victoria, such consent not be unreasonably withheld.

Contractor's Covenants

- 7.1 The Contractor shall ensure that the Services specified in this Agreement are performed diligently and in a professional and skilled manner, in accordance with the specifications outlined by Tourism Victoria as set forth in the Schedule.
- 7.2 (a) The Contractor shall not during the term of this Agreement or after its termination disclose, or use in any manner, any information concerning the business, affairs, property, customers, clients or principals of the Tourism Victoria, (including other groups operated by Tourism Victoria), obtained in the course of providing the Services to Tourism Victoria. This restriction will cease to apply to knowledge or information which comes into the public domain without breach of this restriction by the Contractor.

or TOURISM VICTORIA	initials
For	initials

Contractor's Covenants - continued

- 7.2 (b) The operation of this clause survives termination of the Agreement.
- 7.3 The Contractor shall ensure that persons performing the Services, whether on any premises occupied by Tourism Victoria or on other premises, behave in a manner acceptable to Tourism Victoria and comply with all laws, regulations, reasonable directions and procedures relating to security, health and safety, including, but not limited to, non-smoking and wearing of security passes.
- 7.4 The Contractor shall supply, at the Contractor's sole expense all equipment, tools, materials, or supplies to accomplish the Services.
- 7.5 The Contractor declares and represents that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to perform the Services under this Agreement.
- 7.6 The Contractor shall ensure that the work done under this Agreement complies with the laws in force in the State in which the Services, or any part of the Services, are to be carried out.
- 7.7 The Contractor agrees to indemnify Tourism Victoria in respect of any bread of any of the provisions of this paragraph 7.

Review and Consultation

- 8.1 The Contractor shall permit Tourism Victoria's representative and other individuals as advised from time to time to review the provision of the Services and shall:
 - 8.1.1 attend at the Work Progress Meetings and, whenever so requested, supply to Tourism Victoria such documents and information with respect to the progress of the Services as it may from time to time require;
 - 8.1.2 not deny to Tourism Victoria any information reasonably required for the purpose of supervising or reviewing the provision of the Services;
 - 8.1.3 co-operate with Tourism Victoria in any enquiry of and conferral with The Contractor, its employees, subcontractors and agents in relation to the provision of the Services; and
 - 8.1.4 co-operate with other persons authorized by Tourism Victoria to carry out work or assist in any way in connection with the Services.

- 9.2 The Contractor shall, on Tourism Victoria giving 48 hours written notice, give to Tourism Victoria's Representative or any person authorised by Tourism Victoria access at all reasonable times:
 - 9.2.1 to any premises where any part of the Services are being performed or documents produced pursuant to this Agreement are located and shall permit those persons to review and/or inspect those documents and the manner in which the Services are being performed; and
 - 9.2.2 to any computer, machinery or equipment used for or in connection with the Services in order to allow the Representative or authorised person to inspect the materials and documents relating to the Services produced by or stored on such computer, machinery or equipment.
- 9.3 The Contractor shall co-operate with any person authorised by Tourism Victoria to ensure an effective review and/or inspection can be conducted and shall provide any information in the possession or control of The Contractor reasonably sought by such person concerning the performance of the Services.

Non-Performance

- 10.1 If the Contractor is unable to provide the Services or fails to meet any time limit set out in the fee formula in the Schedule by reason of:
 - (a) illness or injury; or
 - (b) any other circumstance,

Tourism Victoria shall not be liable to pay the Contractor the fee in respect of any of the Services that the Contractor did not provide.

Default

- 11.1 If the Contractor:
 - (a) fails to provide the Services for a period of 14 days of the Date of Completion set forth in the Schedule; or
 - (b) fails, within 14 days after receipt of written notice by Tourism Victoria, to remedy any material breach of this Contract;

For TOURISM VICTORIA	A initials
For	· _ initials

Default - continued

Tourism Victoria may terminate this Agreement and recover from the Contractor any loss or damage suffered by Tourism Victoria and it is expressly agreed that the provisions of Clause 10 shall not apply to such termination.

Termination

- 12.1 Tourism Victoria may terminate this Agreement by giving 30 days written notice to the Contractor and the Contractor shall as soon as practicable cease performing the Services. The Contractor acknowledges and agrees that, except as provided for in clauses 10.2 and 10.3, the Contractor is not entitled to any damages or compensation arising out of the termination of this Agreement by Tourism Victoria pursuant to this clause.
- 12.2 In the event that this Contract is terminated under Clause 10.1, Tourism Victoria may pay to the Contractor a proportion of the fee representing that portion of the project, which has been duly completed.
- 12.3 Tourism Victoria shall not be liable to pay under the provisions of this clause any sum which, additional to any sums paid or due to or becoming due to the Contractor under the Agreement, would together exceed the full price of the Services ordinarily payable under the Agreement.

Indemnity

- 13.1 The Contractor hereby agrees to indemnify, defend and hold harmless Tourism Victoria from and against the full amount of any loss, damages, liability, costs, charges or expenses (including but not limited to legal expenses) arising from any claim, demand or action that may be brought against Tourism Victoria, arising out of or as a consequence of any unlawful or negligent act or omission of the Contractor or relating to the failure by the Contractor to comply with any of the terms of this Agreement.
- 13.2 The Contractor shall not be liable for any loss, damages, liability, costs, charges or expenses arising out of or as a consequence of any unlawful or negligent act or omission of Tourism Victoria.

Recovery of Payments

14.1 Where, prior to the expiration or earlier termination of this Agreement or any part thereof, Tourism Victoria has made any initial or advance payment to the Contractor, and such payment has not been expended in provision of the services, then the Contractor shall repay such payment to Tourism Victoria within 1 week of the date of such expiration or earlier termination.

For TOURISM VICTORIA	initials
For	initials

14.2 Notwithstanding the provisions of paragraph 14.1 of this Agreement, where any amounts are or become due from Tourism Victoria to the Contractor, whether under this Agreement or for any other reason, Tourism Victoria may at its option deduct the payment referred to in Clause 14.1 from the said amounts, and the Contractor agrees that the receipt of the balance of the said amounts shall be a good and valid discharge of the total amount due from Tourism Victoria.

Insurance and Risk

- 15.1 Contractor shall effect and maintain liability insurance in respect of its potential liability to any other person or entity, including, without limitation, its potential liability to Tourism Victoria pursuant to clause 13 of this Agreement, which might arise directly or indirectly as a result of Contractor's performance or non-performance of this Agreement. Such insurance shall provide minimum coverage limits of \$5,000,000.00 any one person and/or any one occurrence, and shall name Tourism Victoria as an additional insured. Contractor shall be responsible for the payment of all premiums in respect of such insurance, as well as any deductibles which might be applicable in respect thereof.
- 15.2 The insurance required under Clause 15.1 of this Agreement shall be effected with insurers reasonably satisfactory to Tourism Victoria, and upon such terms and conditions as shall reasonably be approved by Tourism Victoria. Prior to the performance of any obligations undertaken pursuant to this Agreement, and from time to time upon the reasonable request of Tourism Victoria, Contractor shall provide written proof to Tourism Victoria that the insurance required under Clause 15.1 has been effected and is being maintained in accordance with this Agreement.
- 5.3 Contractor shall comply with all laws and regulations concerning workers' compensation for its employees, and shall provide to Tourism Victoria a certificate evidencing the placement of workers' compensation insurance on behalf of the Contractor's employees. Under no circumstances should Tourism Victoria have any obligation to procure any form of workers' compensation insurance on behalf of the Contractor or any of the Contractor's employees.

axation and Superannuation

3.1 The Contractor acknowledges and agrees that Tourism Victoria makes no representations or warranties as to the amount and types of taxes to which the Contractor may be liable, whether in connection with this Agreement or otherwise.

For TOURISM VICTORIA	initials
For _	initials

The Contractor acknowledges and agrees that it is responsible for all tax and superannuation contributions due in respect of itself and the persons assigned to perform the tasks. Neither federal nor state nor local income taxes or payroll taxes of any kind shall be withheld or paid by Tourism Victoria on behalf of the Contractor or the Contractor's employees. Neither the Contractor nor any of its agents, representatives or employees shall be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor understands that it is responsible to pay, according to law, Contractor's income tax. If the Contractor is not a corporation, the Contractor further understands that it may be liable for self-employment tax. Because the Contractor is not eligible for, nor shall it participate in, any employee pension, health or other fringe benefit plan of Tourism Victoria.

Assignment

17.1 Tourism Victoria shall have the right to assign this Agreement in whole or in part to any person, firm or company, and the Contractor will in such event, at the request and cost of Tourism Victoria, enter into a contract with such person, firm or company upon the same terms and conditions as are contained in this Agreement.

Services of Notices

- Any notice required to be given under this Agreement must be in writing, and must be sent by facsimile to the facsimile number of the addressee which is specified in this clause, and left at or posted to the address of the addressee which is specified in this clause, or to such other facsimile number or address as may be notified by the addressee. The address and facsimile number of each party is:
 - (a) In the case of Tourism Victoria:

Tourism Victoria 2049 Century Park East, Suite 1920 Los Angeles, CA 90067 Facsimile: (310) 552-1215

- (b) In the case of the Contractor, at the address set out in the Schedule.
- 18.2 Unless a later time is specified in it, a notice, approval, consent or other communication takes effect from the time it is received.

For TOURISM VICTORIA	initials
For	initials

18.3 A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, once the receiver confirms receipt of the letter, or the sender receives the return receipt from the Post Office. All letters must be sent via registered mail with a request for a return receipt for this purpose, and
- (b) in the case of facsimile, receipt of the facsimile must be confirmed by the sender, either by telephone, letter or in person, with the receiver. Production of a transmission report by the machine from which the facsimile was sent does not constitute proof of receipt of the facsimile.

Proof of Business or Professional Practice

9.1 Tourism Victoria, upon reasonable notice to the Contractor, may examine the Contractor's business records including, but not limited to, articles of incorporation, by laws, partnership agreements, employment contracts, balance sheets and other financial documents.

onstruction and Entire Agreement

- 2.1 This Agreement and the transactions which it contemplates shall be interpreted and enforced pursuant to the laws of the State of California. The Contractor expressly submits to the jurisdictions of the courts of the State of California in any action, lawsuit, or claim arising from or relating to this Agreement. In the case of such an action, lawsuit or claim, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees.
- 1.2 This Agreement constitutes and contains the entire agreement between the parties with respect to the Services, and supersedes any prior or contemporaneous agreements, oral or written. There are no promises, terms, condition or obligations, oral or written, expressed or implied, other than those contained herein.

onflict of Interest

.1 The Contractor shall notify Tourism Victoria of any matter which may give rise to an actual or potential conflict of interest between Tourism Victoria and the Contractor during the Contract term.

For TOURISM VICTORIA	initials
For	initials